

Title Number : SGL500495

This title is dealt with by Land Registry, Telford Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on [REDACTED] at [REDACTED] and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SGL500495
Address of Property	: 1-7 Castle Industrial Estate, Elephant Road, London (SE17 1LA)
Price Stated	: £40,000,000
Registered Owner(s)	: DV4 EADON CO. LIMITED (incorporated in British Virgin Islands) of Craigmuir Chambers, Po Box 71, Road Town, Tortola, British Virgin Islands.
Lender(s)	: DV4 Properties Eadon Co. Limited

This is a copy of the register of the title number set out immediately below, showing the entries in the register on [REDACTED] at [REDACTED]. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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## A: Property Register

This register describes the land and estate comprised in the title.

### SOUTHWARK

- 1 (11.11.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1-7 Castle Industrial Estate, Elephant Road, London (SE17 1LA).
- 2 A Conveyance of the land tinted yellow on the title plan and other land dated 21 September 1955 made between (1) The British Transport Commission and (2) Arnold J Hill Limited contains the following exceptions:-  
  
"THERE are not included in the Conveyance:-  
  
(i) any mines or minerals under the property hereby conveyed or any right of support from any mines or minerals whatsoever.  
  
(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Commission or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Commission (whether intended to be retained or to be sold by them)."
- 3 (02.06.2008) A new title plan showing an amended extent and based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 (17.06.2008) A new title plan has been prepared showing a revised extent as to the western boundary.
- 5 (12.11.2008) The land has the benefit of and is subject to the easements granted by a lease dated 3 October 2008 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) Eadon Limited for a term of 999 years from 3 October 2008.

*NOTE: Copy filed under TGL314858*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (01.12.2011) PROPRIETOR: DV4 EADON CO. LIMITED (incorporated in British Virgin Islands) of Craigmuir Chambers, Po Box 71, Road Town, Tortola, British Virgin Islands.
- 2 (05.04.2007) ENTRY CANCELLED on 1 December 2011.
- 3 (05.04.2007) ENTRY CANCELLED on 1 December 2011.
- 4 (02.09.2008) ENTRY CANCELLED on 1 December 2011.
- 5 (01.02.2011) RESTRICTION: No disposition of the registered estate

## B: Proprietorship Register continued

by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a written consent signed by an authorised officer of West Register (Trading) Limited Co. Regn. No. SC383516 or a certificate by its solicitor that the provisions of clause 2 of an agreement between Eadon Limited (1) DV4 Properties Eadon Co. Limited (2) DV4 Investments Eadon Co. Limited (3) DV4 Holdings Eadon Co. Limited (4) DV4 Limited (5) and West Register (Trading) Limited (6) dated 28 January 2011 have been complied with or that they do not apply to the disposition.

- 6 (01.12.2011) The price stated to have been paid on 28 October 2011 for the land in this title and in TGL314858 was £40,000,000.
- 7 (01.12.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 28 October 2011 in favour of DV4 Properties Eadon Co. Limited referred to in the Charges Register or, if appropriate, signed on such proprietor's behalf by its conveyancer.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 Two Deeds dated 5 December 1919 made between (1) Mary Dick and (2) Smith Garrett & Company Limited and dated 6 June 1923 made between (1) John Rutland House and (2) Smith Garrett & Company Limited respectively affecting the land tinted blue and tinted brown on the title plan and other land contain a covenant that no building in which the public house trade shall be carried on shall be erected on this land within twenty five feet from the boundary of the adjoining land to the south of this land.
- 2 A Transfer of the land tinted blue on the title plan and other land dated 8 November 1932 made between (1) Taylor Walker & Company Limited (Vendors) and (2) Alexander Maclow (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land tinted pink on the title plan and other land dated 24 June 1954 made between (1) The Church Commissioners for England (Commissioners) and (2) Lazarus Estates Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land tinted pink on the title plan is subject to the following rights reserved by the Conveyance dated 24 June 1954 referred to above:-

"EXCEPT AND RESERVED unto the Commissioners (a) full and free right and liberty without obtaining the consent of or making any compensation to the Purchasers or other the owner or owners occupier or occupiers for the time being of the said property to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said property and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed for or in respect of the said property or any building for the time being thereon (b) the free flow of water and soil through any drains and watercourses now existing in the said property or substituted therefor by the Purchasers and all such rights of way and such right of user of air and light and the passage thereof as the Commissioners their Lessees or tenants now have or enjoy in through over and upon the said property or any part thereof to for or in respect of any adjoining property TO

## C: Charges Register continued

HOLD the same (except as aforesaid) Unto the Purchasers in fee simple subject to the unredeemed Land Tax and Redemption Annuity and to all other (if any) duties payments and obligations Ecclesiastical or Civil charged upon or payable out of the said proeprty and to all rights of way light and water and other easements (if any) affecting the same and subject also to the existing Leases and tenancies and the Landlords obligations in respect thereof."

- 5 (11.01.2007) An Agreement dated 21 December 2006 made between (1) The Mayor And Burgesss Of The London Borough Of Southwark (2) Eadon Estates Limited and (3) National Westminster Bank Plc pursuant to section 106 of the Town and Country Planning Act 1990 and other powers contains provisions relating to the development of the land in this title.

*NOTE: Copy filed.*

- 6 (04.12.2007) ENTRY CANCELLED on 1 December 2011.  
7 (31.10.2011) ENTRY CANCELLED on 1 December 2011.  
8 (02.09.2008) ENTRY CANCELLED on 1 December 2011.  
9 (04.03.2011) ENTRY CANCELLED on 1 December 2011.  
10 (02.09.2008) ENTRY CANCELLED on 1 December 2011.  
11 (16.09.2008) UNILATERAL NOTICE in respect of an Agreement dated 16 July 2008 made pursuant to section 106 of the Town and Country Planning Act 1990 containing provisions relating to the development of the land in this title.

*NOTE: Copy filed.*

- 12 (16.09.2008) BENEFICIARY: The Mayor & Burgesses of the London Borough of Southwark of The Town Hall, Peckham Road, London SE5 8UB and of Head of Planning, Chiltern House, Portland Street, London SE17 2ES (Ref: 106/50 New Kent Road).  
13 (16.10.2008) ENTRY CANCELLED on 1 December 2011.  
14 (15.12.2008) An Agreement for Transfer, Leases and a Deed of Easement dated 3 October 2008 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) Eadon Limited.

*NOTE: Copy filed under LN206931.*

- 15 (08.01.2009) An Agreement dated 22 December 2008 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Eadon Limited (3) National Westminster Bank Plc and (4) The Royal Bank Of Scotland Plc pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of land in this title and other powers.

*NOTE: Copy filed.*

- 16 (12.09.2011) Deed of Variation dated 23 December 2010 made between (1) The Mayor & Burgesses of the London Borough of Southwark and (2) Eadon Limited varying the Agreement for Transfer, Leases and a Deed of Easement dated 3 October 2008 referred to above.

*NOTE: Copy filed*

- 17 (01.12.2011) REGISTERED CHARGE contained in a Debenture dated 28 October 2011 affecting also title TGL314858.  
18 (01.12.2011) Proprietor: DV4 Properties Eadon Co. Limited (incorporated in British Virgin Islands) of Po Box 71, Road Town, Tortola, VG1110, British Virgin Islands and of Lansdowne House, Berkeley Square, London W1J 6ER.  
19 (12.11.2012) UNILATERAL NOTICE in respect of an Agreement for Lease dated 2 November 2012 made between (1) DV4 Eadon Co. Limited

## C: Charges Register continued

(2) DV4 Eadon Development UK Limited and (3) Sainsbury's Supermarkets Ltd.

20 (12.11.2012) BENEFICIARY: Sainsbury's Supermarkets Ltd (Co. Regn. No. 3261722) of Sainsbury's Supermarkets Ltd, 33 Holborn, London EC1N 2HT.

### Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 8 November 1932 referred to in the Charges Register:-

"The Purchaser for himself his executors administrators and assigns and all persons deriving title under him hereby covenants with the Vendors their successors or assigns that the said land or any building or erection thereon now built or to be built shall not be used as a Club Public House Beer Shop or for the sale of wine spirits malt or excisable liquors on or off the premises or for any other purpose which may require any license for the sale of alcoholic liquors"

2 The following are details of the covenants contained in the Conveyance dated 24 June 1954 referred to in the Charges Register:-

"The Purchaser to the intent that the covenant hereinafter contained shall bind the said property into whosoever hands the same may come for the benefit of adjoining and neighbouring lands belonging to the Commissioners or any part or parts thereof hereby for themselves and their successors in title covenant with the Commissioners that they will perform and observe the stipulations and restrictions set out in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

THAT the Purchasers shall not be entitled to the benefit of any covenant or reservation in any Conveyances or Leases made or granted by the Commissioners of lands and premises adjoining opposite or near to the said property enabling the Commissioners to deal as they may think fit with adjoining or neighbouring lands without regard to the light and air enjoyed by the owner lessee tenants or occupier of the land comprised in the said Conveyances or Leases nor the benefit of any restrictive covenant stipulation or condition or any other covenant reservation right condition or obligation contained in any Conveyances or Leases made or granted by the Commissioners of the said lands and premises adjoining opposite or near to the said property or elsewhere in the said Parish of Newington St. Mary or adjoining or adjacent Parishes."

End of register